

IDAHO TRANSPORTATION DEPARTMENT

INVITATION TO BID (ITB)

JANITORIAL MAINTENANCE AND SERVICE

Mineral Mountain Rest Area, Latah County

Requisition #K071510

August 21, 2009

Idaho Transportation Department
Supply Services Purchasing Section
3311 West State Street
Boise, Idaho 83703

REQUISITION #K071510

ALL sealed bids must be received by 5:00PM Boise time September 11 2009. Sealed bids will be opened September 14, 2009 at 10:30AM Boise time at the Purchasing Office, 3311 West State Street in Boise. The scope of work on this project consists of furnishing all materials, equipment and labor for Janitorial Maintenance and Service at the Mineral Mountain Rest Area, Latah County, as per the specifications contained in the above requisition.

Please Note: A Mandatory Walk Through will be held on September 2, 2009, at 10:00AM (Pacific Time) at the Rest Area located nine (9) miles north of Potlatch, Idaho, on US95. All questions are due at this time. Bids received from Contractors not in attendance will not be accepted.

Contact Sherry Jenkins, Purchasing Agent for Bid Requirements and Clarification at (208) 334-8088

Fax questions regarding this bid to Sherry Jenkins' attention to: (208) 334-8824

Or email to: sherry.jenkins@itd.idaho.gov

FOR BID RESULTS, PLAN HOLDERS LIST VISIT:

<http://itd.idaho.gov/business/business.htm>

RETURN BID IN A SEALED ENVELOPE CLEARLY MARKED AS SHOWN:

Bidder Name: _____
Requisition #K071510
Bid Close Date: September 11, 2009 5:00PM Boise time
Bid Open Date: September 14, 2009 10:30AM Boise Time
Item Bidding: Janitorial Maintenance and Service at Mineral Mountain Rest Area

Mailing Address
Idaho Transportation Department
Purchasing Section
P.O. Box 7129
Boise, Idaho 83707-1129

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EXHIBIT II – REST AREA MAINTENANCE DAILY CHECKLIST AND LOG

EXHIBIT III - REST AREA MAINTENANCE CHECK LIST

EXHIBIT IV – MAINTENANCE SCHEDULE

EXHIBIT V – MAINTENANCE AND REPAIRS

FAX BACK

BID SCHEDULE

SIGNATURE PAGE

CONTRACTORS AFFIDAVIT CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE

CONTRACTORS AFFIDAVIT CONCERNING ILLEGAL ALIENS

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SPECIAL INSTRUCTIONS

I. SCOPE OF WORK

1. DESCRIPTION OF WORK

The Idaho Transportation Department ("Department" or "ITD") is seeking proposals from caretaker management firms or individuals for maintenance of the Mineral Mountain Rest Area located in Latah County approximately 9 miles north of Potlatch, Idaho on US 95 (Refer to Exhibit I, Vicinity Map).

The work shall include furnishing all labor, equipment, supplies, tools and materials required to effectively maintain and operate the rest areas including the restrooms, grounds, parking lots and all other facilities within the rest area proper beginning October 1, 2009, as described within. The scope of the work does not include the main line roadway entrances and exits to the rest areas

A mandatory pre-bid conference and site inspection will be held on September 2, 2009 at 10:00AM (Pacific Time) at the Mineral Mountain Rest Area. The purpose of the conference is to answer questions related to this proposal and to provide a site inspection of the rest area complex. Those attending the conference are requested to advise the District Two Business Manager at Lewiston, Idaho, (208) 799-5090, at least 24 hours in advance.

In addition to the routine work outlined in this document, the contract requires a capable and authorized Contractor's on-site representative to confer on a daily basis with the Moscow Maintenance Foreman, or his/her designee, concerning situations and problems that arise and to be on call for emergencies 24 hours per day.

Prior to commencement of work, the Department will arrange a meeting with the Contractor to discuss the contract terms and work performance requirements. At this time, an inspection of the rest area will be conducted jointly to document any substandard conditions that may exist. The Department is responsible for correction of any substandard items listed.

2. WORK LOCATIONS AND SCHEDULE

Mineral Mountain Rest Area is located on US 95, Milepost 370.520.

The Contractor shall provide appropriate personnel to service and clean the restrooms twice daily, seven days per week; the first service starting no later than 7:00 a.m. and the second service and cleaning starting no later than 5:00 p.m. The Contractor shall provide additional cleanup and care during periods of high use and, if necessary, through temporary closures, holidays and weekends.

3. INVENTORY OF REST AREA

Mineral Mountain Rest Area

- 1 restroom complex with storage/mechanical room
- 4 arbors
- 6 tables
- 2 parking areas
- 11 garbage containers 113.55 L (30 gal.) capacity
- 1 telephone booth
- 1 information/refreshment island (kiosk)
- 1 dumpster pad
- 1 storage building
- 2 drinking fountains
- 1 trailer pad with utility hookups

4. GENERAL REQUIREMENTS

Under the terms of this agreement, the Contractor and employees are prohibited from operating or advertising any commercial enterprise or activity on any premises which are the subject of the proposed agreement.

The Contractor shall provide all labor, equipment, tools, materials and supplies, including performance of necessary repairs to effectively maintain and operate the rest areas as described within including the main building entrances, exits, and caretaker's residence. All cleaning tools shall be kept in good repair with mops laundered or replaced monthly or as needed.

The Contractor shall provide the appropriate personnel to maintain the rest area facilities in a safe, sanitary, clean and attractive manner to the satisfaction of the Department. The contractor and their employees shall not accept tips or other gratuities for any service performed in the rest area.

The Contractor shall provide at no cost to their employees training, testing, information, vaccination (if requested), and appropriate protective equipment in all matters relating to the human hazards due to exposure or contact with blood borne pathogens or diseases. The contractor shall meet all current federal (OSHA) requirements to protect their employees from this exposure.

Guests or immediate family of the Contractor's employees will not be allowed to accompany or assist an employee cleaning the rest areas unless they are employees of the Contractor.

The Contractor is required to provide their work and home telephone number(s) which shall be made available to the Moscow Maintenance Foreman and District Two Business Manager.

The Contractor shall provide the Department with the names and telephone numbers of all on-call personnel. These on-call supervisory personnel may assist the Department's appointed

representative in making random on-site facility inspections and in coordinating other operational requirements.

The Contractor's manager or his/her representative will be required to assist the Department's appointed representative in a monthly inspection of the rest area grounds during the contract term. The Department will give the Contractor 24-hour notice of the inspection.

The Contractor shall promptly notify appropriate authorities of emergencies that occur in the rest area. In the event of illness or injury to visitors or others while in the rest area, the Contractor's personnel shall call for professional help as requested or deemed appropriate.

The Contractor shall immediately report to the Moscow Maintenance Foreman, or his/her designee, any suspected hazardous material spills. The Contractor should recognize the hazard and barricade the area. The Contractor shall not attempt cleanup and shall keep people away until qualified authorities decide on proper action.

The Contractor shall report all incidents such as vandalism, excessive occupancy, camping, etc., to the proper law enforcement agency as quickly as possible. The Department shall receive notification of any incidents relative to public health or safety immediately and incidents of a lesser nature during the next normal workday.

The Contractor shall monitor the activities of organizations granted special use permits for serving refreshments and report any noncompliance with the permit terms. The permit terms require that the rest area grounds used by the organization be cleaned by the organization at termination of their use period so that no additional work will result for the Contractor. The organization cannot block access to vending machines placed by the Commission for the Blind and Visually Impaired.

The Contractor shall tactfully notify violators, when observed, of the governing rules and regulations posted at the rest area.

The Contractor shall store all flammable liquids in the OSHA approved flammable cabinet provided. Gas and gas-powered equipment shall not be stored in the rest area building. Mechanical room shall be kept in a clean and orderly condition. Mechanical room shall not be used as a storage room for bulk supplies. Electrical panel(s) shall be accessible at all times.

The Department shall have final authority on questions concerning areas of responsibility and duties.

5. WORK DETAIL - CLEANING/SERVICING REQUIREMENTS

A. Restrooms

Floors, toilet partitions, doors, toilets, urinals, hand dryers, wash basins, soap dispensers and mirrors shall be scrubbed thoroughly twice daily, with additional cleaning as necessary. A high-strength detergent containing a deodorant and a built-in antibacterial agent shall be

used for this purpose. After being washed, fixtures shall be wiped dry with a clean rag and floors shall be dried by either forced air or dry mopping.

Garbage containers shall be emptied, cleaned, and lids washed during the morning 7:00 a.m. cleaning, or more often if necessary.

Soap and paper goods dispensers shall be replenished as necessary. At least one-half roll of biodegradable toilet paper should be evident in each stall. Toilet seat covers shall be available in all stalls. Odor-suppressant materials such as urinal blocks and air deodorant shall be used and replenished as determined suitable to control odors.

Windows, walls, ceilings and light fixtures shall be scrubbed weekly with soap and water, or appropriate cleaner, and wiped dry to maintain a clean, smear-free appearance. Daily spot cleaning is to be done as needed.

The entire inside of the restrooms shall be steam cleaned or hot water washed at least twice per month in 15 day intervals; minimum pressure to be 1200 psi. Alternative cleaning practices must be approved by the Department before practices may be implemented. Pressure washing shall be scheduled during low traffic volumes on Tuesdays or Wednesdays unless otherwise directed.

The Contractor shall submit an annual schedule to the Moscow Maintenance Foreman, or his/her designee, for all steam cleaning or pressure washing in the rest area. This schedule shall be submitted prior to commencement of work.

The heating, or cooling system if applicable, shall be operated and maintained as necessary with desired temperature 10°C to 18°C (50°F to 65°F) winter; 18°C to 27°C (65°F to 80°F) summer, to assure proper air circulation/exchange is taking place inside the restrooms. All HVAC filters(s) shall be supplied by and changed monthly by the Contractor. The Department shall have the HVAC system checked and serviced once each fall at Department's expense.

The Contractor shall provide soap, paper goods, garbage bags, (bags shall be 1.35 mil thick, linear low density, flat seam trash bags made from at least 90% virgin material), mechanical or electrical odor control and cleaning supplies. All supplies and materials furnished by the Contractor are subject to prior approval by the Department. Material Safety Data Sheets (MSDS) must be present for all appropriate products.

The Contractor shall be responsible for insect and rodent control within the rest area including inside of the building. Contractor shall provide all chemicals or traps for insect and rodent control. Chemicals shall be subject to Department approval before being used. All dead insects and rodents shall be removed promptly and properly.

The Contractor shall immediately remove any graffiti or markings of any kind on any surface inside the restrooms.

The Contractor shall remove snow from the roofs of the restrooms and caretaker's residence when the snow reaches a maximum depth of 12 inches.

B. Plaza Areas (outside the restrooms)

Snow and ice shall be removed and/or treated with ice melt. Snow removal and ice control may be required throughout the workday as required to provide bare sidewalks and safe access to restrooms in the designated areas. Ice removal shall require the application of ice-melting chemicals. A Contractor-supplied walk-behind snow blower shall be at each site ready for use November through March. Alternative snow removal equipment must be pre-approved, prior to use, by the Department.

Concrete walkways, doors, water fountains, benches and display areas shall be thoroughly cleaned each day, with additional cleaning as necessary. Smooth walls and overhead surfaces shall be scrubbed monthly with soap and water and wiped dry to maintain a clean, smear-free appearance. Rough surfaces shall be brushed and/or swept clean as necessary and shall be hot pressure washed a minimum of once every three months on 90-day intervals. Pressure washing shall be scheduled during low traffic volume on Tuesdays or Wednesdays. Alternative cleaning practices must be approved by the Department before practices may be implemented.

C. Grounds and Parking Lots

All trash, paper, other litter and pet waste shall be removed from the grounds, (core area around restrooms), ramps and parking areas once per shift, or more often if necessary. (See Exhibit I showing core area.) All types of litter shall be removed from the surrounding areas at least daily. All garbage containers shall be emptied, cleaned and lids washed if dirty, and fitted with new bags as often as necessary to avoid overflow and odor.

The Contractor should use their judgment to determine whether an almost empty garbage bag actually needs to be replaced. The Contractor shall notify the Department when garbage containers need repainted or replaced due to damage, normal wear and tear, etc.

The Contractor's vehicles used in the removal of garbage must be maintained in a neat, serviceable condition. Truck beds shall be tight and have enclosed sideboards and covered tops capable of containing the refuse collected. The Contractor shall meet all applicable Federal, State, and Local requirements for solid waste handling, collection, and disposal.

The Department shall provide for bulk garbage storage containers and trash haul services. Bulk storage must be contained and out of sight. The Department will provide garbage storage areas, designed to keep containers from public view. Garbage bags placed in garbage storage containers must be tightly secured in order to reduce the risk of creating unsanitary conditions.

In the event, garbage exceeds storage container capacity, and container service is outside the scheduled haul service, the Contractor shall remove garbage from the rest area and

transport to a landfill/transfer station. Any costs involved with use of the landfill and arrangement for its use shall be the Contractor's responsibility. The Contractor shall meet all applicable Federal, State, and Local requirements for solid waste handling, collection, and disposal.

The Contractor shall be responsible for removing snow from the paved pedestrian areas in the rest area. Parking areas, sidewalks and walkways shall be cleaned once per workday or as needed. Snow and ice shall be removed and/or treated with ice melting chemicals. Snow removal and ice control may be required throughout the workday as required to provide bare sidewalks and safe access to restrooms in designated areas. Ice removal may require the application of ice-melting chemicals. Pick-up trucks or heavy tractors with snowplows or blades are not allowed on the paved pedestrian areas in the rest area. The Department will remove snow from the entrance and exit to the rest areas and the parking lots.

The Contractor shall immediately remove any graffiti or markings of any kind on any surface in the rest area. If the graffiti problem persists and is of a violent or obscene nature, the problem shall be reported to the Moscow Maintenance Foreman, or his/her designee, immediately.

Public telephone booths shall be cleaned and **sanitized** twice per workday, before 7:00 AM and before 5:00 PM; any operational problems are to be reported to the telephone company and to the Department.

D. Arbors and Tables

Picnic tables, benches and floors shall be cleaned according to the schedule in Section II, or more often if necessary, with biodegradable soap and water, using brushes, rags, sponges or other power-cleaning equipment that will clean and sanitize. The morning cleaning must be completed by 10:30 a.m. and the afternoon cleaning is to be completed by 5:00 p.m. During the winter months (November – April) the picnic tables, benches and floors shall be checked once a day and cleaned if necessary.

Brushes, cloths or sponges, which have been used for cleaning in restrooms, shall not be used to clean tables or benches. Do not apply insecticide or disinfectant to the table or bench tops unless the surface can be rinsed off immediately with clean water.

Ceilings, walls and posts shall be pressure washed once per month on 30-day intervals or more often if necessary. Alternative cleaning practices must be approved by the Department before practices may be implemented.

E. Water Supply

The Contractor shall perform all routine maintenance and servicing necessary for proper operation of the water supply and irrigation systems as listed in Exhibit IV, if applicable. The Contractor shall furnish "food-service" chlorine for the water supply system and

perform the daily chlorine residue test, if applicable. Maintain and document proper chlorine levels at desired levels as directed by the Moscow Maintenance Foreman or his/her designee. Pesticide applications including but not limited to herbicides, insecticides, rodenticides and fungicides shall not be applied within 50 feet of existing well heads. All pest control shall be done manually within 0-50 feet of existing well heads.

F. Sewage System

The Contractor shall immediately notify the Department of any problem involving the sewage system. The Department will be responsible for pumping, cleaning and disposing of sewage from septic tanks for rest area.

G. Irrigation System

The Contractor shall operate and perform all maintenance and routine servicing of the irrigation system in accordance with good practice and as shown in Exhibit IV.

The Contractor shall be responsible for all repairs to the sprinkler system damaged by Contractor machinery or activities.

H. Miscellaneous

The Contractor shall provide safe storage for found articles and shall deliver unclaimed articles weekly to the Moscow Maintenance Foreman or his/her designee. All incidents of lost/found shall be recorded in the daily checklist and log. (See Exhibit II)

The Contractor shall raise and lower the U.S., State of Idaho and Prisoner of War (POW) flags at the rest area in accordance with traditional standards. The Department will provide the flags.

The Contractor shall inspect all outside lighting once a week during nighttime hours.

The Contractor shall read the traffic counter, if present at the rest area, each morning and record in the daily checklist and log, if applicable.

6. WORK DETAIL - MAINTENANCE REQUIREMENTS

The Contractor shall:

Maintain in good working condition all fixtures in the rest rooms including, but not limited to, soap dispensers, mirrors, urinals, toilets, wash basins, water fountains, toilet partitions and all doors, hinges, latches and supports.

Maintain in good working order the plumbing fixtures, which shall include repairing, cleaning or replacing defective valves, unstopping clogged sewer lines, traps or grates, repairing leaking faucets or yard hydrants. Removal and/or replacement work of plumbing fixtures, other than

irrigation, are required to be done by a licensed plumber. Be responsible for routine oiling of motor and fan bearings and provide new filter pads for the heating and cooling system once a month or as needed.

Purchase and install all replacement light bulbs to light fixtures that are attached to the building and the refreshment and information kiosk which can be reached safely with a 12 foot ladder. The Contractor is responsible to test GFCI outlets and the emergency lighting system monthly and record in log date inspected and actions taken. The Department will maintain the high-level parking area lights.

Supply a schedule of landscaping practices (other than mowing), applications or treatments to be used including fertilizers and chemicals to maintain the grounds for approval from the Department.

Be responsible for pruning and trimming trees and shrubs according to good landscaping practices. The Contractor shall be responsible for removing suckers, dead branches, pruning and trimming shrubs according to good landscaping practices or as directed.

Be responsible for controlling or removing all noxious and nuisance weeds in the lawns, flower/wild flower beds, gravel, blanketed areas (bare ground) and landscaped areas (shrub beds). Pull all dead weeds and dispose of them from the core area once per week. Pesticide applications including but not limited to herbicides, insecticides, rodenticides and fungicides shall not be applied within 50 feet of existing well heads. All pest control shall be done manually within 0-50 feet of existing well heads.

Be responsible for mowing the lawns at least once a week during daylight hours to maintain a height of not more than 50mm (2 inches), the pet areas to maintain a height of not more than 100mm (4 inches) and the natural areas to a height not to exceed 300mm (12 inches).

Be responsible for edging and trimming along all curbs and sidewalks in the lawn and pet areas by using a power edger and trimmer at each mowing.

Be responsible for removing lawn clippings, needles and leaves from the lawns, buildings and arbors. This includes the entire core area (See Exhibit II). Debris shall be removed immediately from the rest area facility. The debris may be stored in the fenced garbage disposal area, but must be hauled to an approved landfill at least once per week. Debris will not be allowed to be stored, buried or burned on the rest area grounds. Onsite disposal will not be allowed.

Be responsible for fertilizing the lawn as to Department application instructions, methods and schedules. Contractor will furnish the Department-approved fertilizer to the Department Vegetation Foreman or representative (see Exhibit IV). The Contractor shall give the Vegetation Foreman 24-hour notice prior to application. The Contractor shall remove all fertilizer from concrete areas.

Be responsible for irrigating/monitoring, at least once a week, all areas including lawns, shrub and/or wildflower beds, and natural areas designed for irrigation and in accordance with good irrigation practices and schedules established by the Department.

The Contractor shall be responsible for fall clean up of all leaves.

Be responsible for preserving and enhancing natural or special areas as well as wildflower beds with fall seeding practices and/or spring planting of tubelings as per Department assistance and direction. Department will furnish wildflower seed and tubelings.

Be responsible for treating lawns, trees, and shrubs for weeds, insect, rodent and disease control. The Contractor shall submit a plan, after award of the contract, by May 1 to ITD for approval each year of the contract. Contractor shall provide all chemicals for treatment. Pesticide applications including but not limited to herbicides, insecticides, rodenticides and fungicides shall not be applied within 50 feet of existing well heads. All pest control shall be done manually within 0-50 feet of existing well heads.

The Contractor (requires licensed applicator) shall apply pesticides, at the Department's option, as close as possible to all fixed objects exercising extreme care so as to not damage trees, plants, shrubs, or other appurtenances, public or private, which are a part of the rest area complex.

Be responsible for maintaining and providing as required all records in respect to the use and application of pesticides. The Contractor shall provide all pesticide use and application records to the Department upon or within 24 hours after each application. All forms and records shall be approved by the Department.

Be responsible for providing and meeting all posting, caution/warning and restricted entry interval requirements in areas being treated with pesticides.

The contractor shall not store any equipment or product on site unless approved by the Moscow Maintenance Foreman or his/her designee.

The Contractor shall provide all pesticides and adjuvant(s) unless otherwise specified in the special provision. The Contractor shall observe and follow all herbicide label precautions, restrictions and recommendations for the chemicals being applied and shall observe and follow all applicable Federal, State and local laws for the storage, transport, handling, mixing, use and application of the herbicide being used. Current and up-to-date labels and MSDS Sheets of all chemicals being applied on Department property shall be on hand at the application site at all times during the term of this contract. The Contractor shall supply a copy of same to the Department. Lawful recycle or disposal of all empty pesticide containers is the sole responsibility of the Contractor.

The Contractor shall observe and comply with all applicable laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the state and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by it, its employees, or its subcontractors.

The Contractor shall meet all licensing, insurance and records requirements as prescribed by the Idaho Department of Agriculture for the commercial use and application of herbicides, insecticides or rodenticides.

-OR-

Obtain the services of a fully licensed and insured commercial lawn care (ornamental) firm to treat all pests, including undesirable lawn weeds, noxious weeds, insects and rodents associated with grounds and building maintenance. The Contractor hired to provide these services shall have the prior approval of the Department and shall provide the Department with labels and MSDS sheets of all pesticides (herbicides, insecticides and rodenticides) used for grounds, lawn and ornamental maintenance.

The Contractor shall require its employees to wear highly visible clothing or safety vests while working on the Department right-of-way (6D-2 Part VI MUTCD).

7. WORK DETAIL - REPAIR AND REPLACEMENT REQUIREMENTS

The Contractor shall:

Be responsible for painting, oiling, or staining the buildings, roofs, and related structures inside and out the core area including the rest area residence at least once per contract term or as determined by the Department. The Contractor, upon written notification from the Department, has thirty (30) days within which to perform this work. The Contractor shall supply sprayers, brushes, rollers, masking tape and other necessary supply items and the Department will furnish paint, oil or stain.

Be responsible for replacing unserviceable or broken parts in the plumbing, heating and cooling and irrigation system. Purchase and maintain an adequate supply of plumbing repair parts to ensure continual operation of the restrooms and irrigation system. The Contractor will provide all repair parts and kits with a retail value of less than \$75.00 per part or kit at no cost to the Department and does not include labor cost associated with the part or kit which is the responsibility of the Contractor.

Be responsible for contacting the Department before replacing unserviceable or broken fixtures, including urinals, toilets, toilet seats, water fountains, sinks, valves, partitions, doors, soap dispensers, toilet paper dispensers, mirrors and other related fixtures. Replace the unserviceable or broken fixtures with Department provided fixtures. (A standard fixture list will be provided by the Department.) The Department will make the final determination if a fixture needs replaced. Removal and/or replacement work of plumbing fixtures, other than irrigation, are required to be done by a licensed plumber.

Refer to Exhibit V for more details on typical repair and replacement duties.

The Department will:

Be responsible for major repairs to the sewage system and related facilities, the water system including the well, major plumbing and pump; primary valves and controls for the irrigation system, the heating and cooling system, if applicable, and electrical repairs.

Be responsible for providing replacement fixtures for the rest rooms and rest area proper, including, but not limited to: urinals, toilets, toilet seats, water fountains, sinks, valves, partitions, doors, soap dispensers, toilet paper dispensers, mirrors, benches, arbors, picnic tables and garbage containers.

Reserve the right to make any repairs, remove or add fixtures, facilities, landscaping or any other improvements or maintenance activity it deems necessary.

8. SAFETY REQUIREMENTS

The Department will furnish signs and barricades for emergency closure of the rest area. The Contractor shall furnish pedestrian signs deemed necessary to adequately warn or protect the public from possible hazardous conditions. Special precautions must be used when power equipment is operated in the vicinity of pedestrians.

The contractor shall immediately report to the Moscow Maintenance Foreman, or his/her designee, any suspected hazardous material spills. The Contractor should recognize the hazard and barricade the area. The Contractor shall not attempt to cleanup and shall keep people away until qualified authorities decide on proper action.

The Contractor shall comply with applicable laws and regulations governing safety, health and the sanitation of the environment.

The public shall be permitted use of rest rooms during cleaning of if they so request. The Contractor shall use the partitions to close off the section they are cleaning.

9. CONTRACTOR'S EMPLOYEES

The Contractor shall provide uniforms to be worn by their employees while on duty at the rest areas. Employees shall be neat and clean at all times. Uniforms shall be subject to approval by the Department.

Each employee shall wear an easily read identification badge, which contains the Contractor and employee's names. This identification can be stamped or printed on the uniform.

Each employee shall fill out the daily log sheet for each shift and when working at the rest area. Log sheets will be collected during the monthly inspection. ITD will supply log sheets for the Contractor.

Employees are prohibited from having firearms in their possession while on duty.

Employees shall treat the public in a friendly, courteous manner. The public have many questions; employees should be well-informed on local road conditions, detours, service stations, motels, restaurants and tourist attractions.

The Contractor and their employees shall not accept tips or other gratuities for any service performed in the rest area.

The Department reserves the right to require the Contractor to remove from the job an employee(s) who endanger persons or property or whose continued employment does not serve the best interest of the Department.

10. RECORDS

The Contractor shall keep a daily checklist and log which will be kept on site and available to the Department at any time. The checklist and log shall contain hours and time worked; details of unusual activity (accidents, vandalism, etc.), lost and found articles; traffic counter readings, etc. A sample Daily Checklist and Log is attached as Exhibit II. The checklist and log shall be kept in the storage or mechanical room and be available for inspection by Department personnel. Log sheets will be collected during monthly inspections.

11. DEPARTMENT'S RESPONSIBILITIES

A. Utilities

The Department will provide all utilities, including electrical, water and sewer for the rest area proper.

B. Grounds, Parking Lot and Roadway.

The Department will be responsible for all repairs to pavement, walkways, curbs and high-level parking lights. If the Department determines that any damage is the result of a negligent act by the Contractor, repairs shall be the responsibility of the Contractor. If the Contractor does not complete the repairs within 14 days, ITD will make repairs and deduct costs from Contractor's payment. ITD will be responsible for sweeping and snow removal in the parking lots and on approach ramps.

C. Signs and Symbols.

The Department will provide all necessary permanent signs and pavement markings.

No additional signs shall be installed or erected by the Contractor except those required on a temporary basis to designate rest room cleaning. The Contractor shall notify the Department of any emergencies within the rest area and the Department shall approve all closures before deployment. The Contractor shall remove closure signs and barricades when the emergency is over and the rest area is to be reopened. The Department shall be notified immediately of such emergency.

D. Tourist Information

The Department will approve all maps and brochures to be displayed in the rest areas.

E. Fire Extinguishers

The Department will furnish fire extinguishers for emergency use by Contractor personnel. Monthly inspection (30-day intervals) of fire extinguishers shall be the responsibility of the Contractor and should be noted in the daily log and on the fire extinguisher tag. The Contractor shall be responsible for notifying the Department each time an extinguisher is used or requires servicing or recharging.

F. Special Use Permits

Permits may be issued, by the Department, for use of the rest area by private non-profit organizations, for such activities as providing free refreshments to travelers during a specific time period. Inquiries about such permits shall be directed to the Department. The Department will provide the Contractor a copy of any such permits issued.

G. Complaints

All letters of complaint directed to the Contractor from the public shall be forwarded to the Department for reply. If appropriate, the Department will provide a copy of the complaint and reply to the Contractor.

H. Acts of Nature

The Department will be responsible for all damage and other problems caused by acts of nature. If the damage or circumstances is so severe that extended closure of the rest area is necessary, the Contractor's duties and compensation may be suspended for the closure period. Compensation will be based on a pro-rated share of a 365-day year. Refer to Section TERMS AND CONDITIONS - Changes

I. Inspection

The Department will perform monthly and random or periodic inspections as deemed appropriate by the Department to ascertain the Contractor's compliance with contract requirements. The Contractor's designated supervisory person may accompany the Department's representative when inspections are made. Refer to Exhibit III for a copy of the Department's inspection checklist.

12. CONTRACTOR'S RESPONSIBILITIES

A. Grounds, Parking Lot and Roadway

The Contractor shall be responsible for snow removal within the rest area (core area) and on the driveway leading to the caretaker's residence.

B. Signs and Symbols

The Contractor shall do emergency closure of the rest area by use of the signs, barricades, and deployment plan provided by the Department. Department shall approve all closures before deployment.

The Contractor shall remove closure signs and barricades when the emergency is over and the rest area is to be reopened.

C. First Aid Supplies

The Contractor shall provide a Department-approved first aid kit. The Contractor shall keep the first aid supplies stocked at all times. The resident caretaker may attend a first aid course (conducted by the Department) if he/she so desires.

REST AREA RESIDENCE/FACILITIES

I. GENERAL INFORMATION

An on-site caretaker is a requirement of the contract. The Department will provide a trailer pad, water, sewer, telephone and electrical hookup for the Contractor's residence. Telephone service is a requirement of the contract and will be paid for by the Contractor. The Contractor shall provide a trailer/residence that is at least 50 feet in length. The trailer condition shall be like new in appearance, newly painted, no large dents, scratches, or loose molding; and shall be in good operable condition that does not detract from the aesthetics and appearance of the rest area. Any exceptions to this shall be pre-approved by the Department.

Use of the residence is part of the Contractor's consideration under the proposed contract. The Contractor may not charge their on-site employee rent for said residence.

The Contractor shall be ultimately responsible for the residence. If the Department deems that the Contractor's employee must be replaced, it shall be the Contractor's responsibility to remove said employee from the residence. If the Contractor fails to remove said employee, the Department reserves the right to remove the employee from the premises by appropriate action at the Contractor's expense.

The Contractor will be responsible for insuring any loss or damage to their trailer or other personal property. The premises will be kept in a clean and orderly manner at all times.

Postal service and school bus arrangements are the responsibility of the on-site resident caretaker.

II. HOUSING POLICY

Occupancy in the residence is limited to the Contractor or Contractor's employee assigned to be the resident caretaker and the immediate family members (spouse and children).

The resident caretaker is expected to be considerate of the motoring public and shall, at a minimum:

- A. Maintain moderate noise levels regarding television, radio, phonograph, parties, etc.
- B. Confine pets to the fenced yard area; no vicious animals are allowed. Approval of the Department must be obtained in writing for each pet to be brought onto the premises.
- C. Inoperable vehicles shall not be allowed to remain on the premises longer than two weeks.

The Contractor is responsible for:

- A. Maintaining the residence, yard and landscaping in a neat and clean manner.
- B. Minor repairs and upkeep of the facilities.
- C. Painting, subject to Department's approval.
- D. Damage to or loss of the trailer pad due to the Contractor's or their employee's negligence or that of individuals for whom they are legally responsible.
- E. Obtaining necessary insurance for their personal property and contents of the residence.
- F. Payment of electrical and telephone services.
- G. Providing a telephone at the residence.

The Department is responsible for:

- A. Major repairs to the trailer pad and related facilities.
- B. Payment of water and sewer utilities.

Modifications or additions to the trailer area will not be allowed without prior written approval by the Department. To obtain an approval, a written request with specific details and estimated cost must be submitted to the Department. Any modifications or additions, if approved, must be done at the Contractor's expense. Any modifications or addition becomes a part of the pad and will not be removed; however, under certain circumstances, the Department may approve removal of the modification/additions done at the Contractor's expense.

At the termination of this contract, the site shall be returned to the Department in as good a condition as when received, ordinary wear expected. Any inordinate amount of wear and tear shall be the Contractor's responsibility to repair.

If the Contractor changes rest area caretakers, the Department shall be notified immediately. At the Department's sole discretion, an inspection of the trailer pad area may be conducted. The Contractor shall be present during this inspection.

II. BID GUIDELINES

1. Performance

Submission of a bid by any Contractor shall be accepted as prima facie evidence that they have satisfied themselves as to the nature and location of the work and all other matters, which can in any way affect the work or cost thereof under the contract. Any failure of the Contractor to acquaint them with all available information, including a physical survey of the site of the proposed work, shall not relieve them from successfully performing all the work required.

Oral explanations, instructions and interpretations given to bidders prior to award of contract will not be binding. It is the Department's intent to provide all bidders equal opportunity to access and acquire all available pertinent information necessary to formulate a responsive bid. Any information, specifications, plans, data or interpretations which the Department discovers is lacking and may be important to all bidders will be furnished to all bidders in the form of an addendum, the receipt of which shall be acknowledged.

2. Bidding Requirements and Conditions

Sealed Bids will be received at the time and place stated on the Signature Page. Timely receipt of Bids will be determined by the date and time the Bid is received at the address specified. Hand delivery is encouraged to ensure timely receipt. No proposals will be accepted after the time indicated. All material that is submitted in accordance with this solicitation becomes the property of the State of Idaho and will not be returned.

The bidder shall submit their bid proposal upon the forms furnished by the Department. In the bid schedule, the bidder shall specify a unit price in figures for each pay item for which a quantity is given and show the products of the respective unit prices and quantities written in figures in the column "Amount Bid," and the total amount of the bid obtained by adding the amounts of the several items. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern. All figures shall be written in ink or typed. Penciled entries will not be accepted. If entries are in pencil, the bid proposal shall be considered irregular and the bid will be rejected.

3. Irregular Proposals

Proposals will be considered non-responsive and shall be rejected for the following reasons:

1. If the Bid Proposal Form(s) are on a form other than that furnished by the State or if the form is altered or any part thereof is detached.
2. If there are unauthorized additions, conditional or alternate bids, omission of addenda, or irregularities of any kind, which tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.

3. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
4. If the Bid Schedule does not contain a unit price for each pay item listed except in the case of alternate pay items.
5. If the Bid Documents are not sealed, when received by the Department.
6. If the Signature Page is not signed in Ink.
7. If Addendums are not signed and returned with the Bid Documents.

4. Bid Guaranty / Surety Bond Requirements

No bid will be considered unless accompanied by a (5%) guaranty of the character and in an amount not less than the amount indicated on the Bid.

If a surety bond is used, it shall be submitted on an acceptable form signed by the bidder and their surety company. Power of Attorney for the person who executes the bond on behalf of the surety as Attorney-In-Fact must accompany the bid bond.

5. Performance and Payment Bonds

The lowest responsive bidder shall furnish a performance bond and a payment bond each in the amount of the contract.

The lowest responsive bidder may deposit government obligations in lieu of performance and payment bonds under the following conditions:

1. The obligations shall be acceptable to the State Treasurer.
2. The obligations shall be payable to, or fully negotiable by, the Department.
3. The obligation shall be in an amount equal at fair market value to the penal sum of the required surety bonds.
4. The bidder pays the initial and return transfer charges for transmittal of the obligation of the Treasurer's Office.

Within **90** days after final completion of the contract those obligations deposited, as a performance bond will be returned, less any amount owed to the Department as a result of this contract. Obligations deposited, as the payment bond shall be held for a period of one year from the date of acceptance of the contract for settlement of claims in accordance with Idaho Code, Section 54-1927.

Government obligations shall be deposited with the State Treasurer with instructions to issue a safe keeping receipt to the Department.

6. Renewal of Contract and Performance and Payment Bonds

Ninety (90) days prior to contract expiration, Contractor will be notified by the ITD Business and Support Management Purchasing Unit of the Department's intent to renew or not renew contract. If ITD intends to renew contract, **Contractor must renew and present their performance and payment bonding for the next contract period a minimum of thirty (30) days prior to contract expiration.** If Contractor fails to present evidence of bonding to ITD in the time permitted, contract will be cancelled as noted under TERMINATION, and contract will be rebid.

7. Disqualification of Bidders

Any of the following reasons may be considered as being sufficient for the disqualification of a bidder and the rejection of their proposal or proposals:

1. More than one proposal, for the same work from an individual, partnership or corporation under the same name or a different name.
2. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the State until any such participant shall have been reinstated as a qualified bidder.

8. Consideration of Proposals

After the proposals are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid schedule by the unit bid prices. The results of such comparisons will be available at <http://itd.idaho.gov/business/business.htm>.

The right is reserved to reject any or all proposals, to waive technicalities, to advertise for new proposals, or to proceed to do the work otherwise, if, in the judgment of the Department, it is in the best interest of the State.

9. Execution / Award of the Contract

The award of contract, if it is awarded, will be made within 15 calendar days after the Intent to Award Notice letter has been mailed to the lowest responsive bidder whose proposal complies with all requirements prescribed.

However, the award may be deferred beyond 15 calendar days by mutual written agreement between the Department and the lowest responsive bidder.

The contract shall be signed by the lowest responsive responsible bidder and returned together with the Performance and Payment bonds, within 15 calendar days after the bidder has received the contract. If the contract is not executed by the State within 15 calendar days following receipt from the bidder of the signed contracts and bonds, the bidder shall have the right to withdraw

their bid without penalty. No contract shall be considered as effective until it has been fully executed by all of the parties thereto.

10. Failure to Execute Contract

Failure to execute the contract and file acceptable bonds within 15 calendar days, after the contract has been received by the bidder, shall be just cause for the cancellation of the award of contract and the forfeiture of the bid guaranty which shall become the property of the State, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder or the work may be re-advertised or otherwise, as the Department may decide.

11. Return of Bid Guaranty

Bid guaranties, except those of the two lowest responsive bidders, will be returned immediately following the opening and checking of the bids. The retained bid guaranty of the unsuccessful of the two lowest responsive bidders will be returned within 10 days following the award of contract and that of the successful bidder will be returned after satisfactory Performance and Payment bonds have been furnished and the contract has been executed.

III. TERMS AND CONDITIONS

1. Contract Term

Contract period will be for one (1) year with the option to renew for three (3) additional one year period- upon mutual agreement of both parties (Contractor and State). The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or contracts or any portion thereof, or of his right, title or interest therein without prior written consent and approval of the Purchasing Agent.

2. Payment Requirements

Upon satisfactory completion of services specified herein, the Contractor will be paid monthly as soon as possible after receipt of invoices. Payments otherwise due may be withheld on account of substandard or defective work not remedied.

Upon satisfactory completion of repairs, the Contractor will be paid the invoice price for materials not purchased by the Department. Each submitted invoice shall be itemized to show each item of the materials used. If outside expertise is required to make the repairs, the Contractor shall notify ITD Maintenance Foreman before work is done. All repairs and materials must be approved in advance by the Department.

If the Department has to perform, hire a firm or individuals(s) to perform emergency, safety or health related jobs or duties which are the responsibility of the Contractor's under the terms of this contract, the Department may withhold those costs associated with the clean up or work from the Contractor's monthly payment. Such costs will be duly itemized as to labor, materials, equipment and travel related costs.

If the Department determines that the Contractor has not performed their daily jobs or duties as specified in this contract, the Department may withhold, as penalty, the daily pro-rated share from that month's payment.

3. Changes

The Department reserves the right to revise the "Work Locations and Schedule" and to make other changes within the general Scope of Work as may be deemed necessary to best serve the interests of the Department. Changes in compensation, which may result from such revisions, shall be documented by formal Change Order to the contract and approved by the Purchasing Agent.

4. Claims for Adjustment and Disputes

If the Contractor believes that additional compensation is due them for work or material not clearly covered in the contract, or not ordered as extra work, as defined herein, they shall prosecute their claim in the following manner.

Prior to doing the work on which they believe additional compensation is due them, the Contractor shall notify the District Engineer, in writing of their intent to file a claim. If such notification is not given, then the Contractor shall thereby waive their right to any claim for such additional compensation.

At a minimum, the detailed letter shall include a narration of events, citing of entitlement and a showing of the amount of compensation and/or adjustment of time believed due. Full documentation for all elements in the letter shall be included. The claim will be considered and a determination made. The District Engineer will notify the Contractor in writing of the decision.

The decision will be final and conclusive unless, within thirty (30) days from receipt of the District Engineer's letter, the Contractor submits an appeal in writing to the Purchasing Agent. All pertinent information, references, arguments and data to support the claim shall be included. The Purchasing Agent will review the claim and the Contractor will be notified by mail. This decision will be final and conclusive.

In connection with any appeal proceeding under this subsection, the Contractor will be afforded an opportunity to be heard and offer evidence in support of their claim at any level of review. Pending final decision of a dispute hereunder the Contractor shall proceed diligently with performance of the contract.

5. Compliance

If the Department registers a formal and written complaint with the Contractor in respect to undesirable or unsanitary conditions in this rest area, the Contractor will have 72 hours in which to respond in person to the complaint, to the district office to remedy the problem(s). Failure to respond in the prescribed time to the complaint or to remedy the problem may result in termination of the contract as provided in TERMINATION.

If the Department is not satisfied with the results and remediation of the complaint, the Department may require periodic and joint inspections of the rest area with the Contractor to discuss and point out any problems and/or concerns. Failure of the Contractor to attend these inspections may result in termination of the contract.

6. Termination

Should the Contractor neglect to prosecute the work properly, or fails to perform any provision of the contract, the Department, after seven (7) days from written notice to the Contractor, may without prejudice to any other remedy they may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor or, at its option, may terminate the contract and take possession of all materials, tools, fixtures and furnish the work by such means as the Department sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor's surety shall pay the difference to the Department.

7. Indemnification

The Contractor shall indemnify, save harmless, and defend regardless of outcome, the State from the expenses of and against all suits, actions, claims, or costs, expenses, and attorney fees that may be incurred because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the Contractor or their subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in the work; or because of any act or omission, neglect, or misconduct of the Contractor or their subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act or any other law, ordinance, order or decree.

8. FORCE MAJEURE

Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, strikes, freight embargoes, or unusually severe weather, provided that in all cases the Contractor shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of the Contractor. The period for the performance shall be extended for a period equivalent to the period of the Force Majeure delay. Matters of the Contractor's finances shall not be a Force Majeure.

9. INSURANCE

The Contractor shall carry such public liability and property damage insurance that will protect them and the State of Idaho from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract whether such operations be by themselves or by anyone directly or indirectly employed by either of them.

The Contractor shall not commence work under the contract until he obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. All insurance policies and certificates must be signed copies. After work commences, the Contractor will keep in force all required insurance until the contract is terminated.

The following is a brief explanation of the required insurance coverage's.

1. Worker's Compensation. The CONTRACTOR and all employers providing work, labor or materials under this contract, are subject employers under the Idaho Worker's Compensation Law, and shall comply with Idaho Statutes regarding Worker's Compensation.

For the duration of this Contract, and until all work specified herein is complete, the CONTRACTOR and all employers providing work, labor or materials under this contract, shall provide Idaho Worker's Compensation coverage that satisfies Idaho law for all their subject workers.

The CONTRACTOR must provide either a Certificate of Idaho Workers' Compensation Insurance issued by a surety licensed to write Idaho Workers' Compensation Insurance in the State of Idaho, as evidence that the CONTRACTOR has in effect a current Idaho Workers' Compensation Insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a State that has a current reciprocity agreement with the Industrial Commission.

2. Employer's Liability. This coverage is written in conjunction with Worker's Compensation and provides insurance for the employer's liability to its employees in circumstances where the injury is not covered by the Worker's Compensation law and the employer may be subject to common law liability. Employer's liability insurance shall be a minimum amount of \$100,000 per occurrence.
3. Liability Insurance. For the duration of the Contract and until all work specified in the Contract is completed, the CONTRACTOR shall have and maintain, at CONTRACTOR'S expense, the liability insurance set forth below and shall comply with all limits, terms and conditions of such insurance. Work under this Contract shall not commence until evidence of all required insurance is provided to the Department. Evidence of insurance shall consist of a completed certificate of insurance signed by the insurance agent for the CONTRACTOR and made a part of this Contract.
4. Commercial General Liability Insurance. The CONTRACTOR shall have and maintain Commercial General Liability (CGL) Insurance covering bodily injury and property damage. This insurance shall include personal injury liability coverage; blanket contractual liability coverage for the indemnity provided under this Contract and products/completed operations liability. The combined single limit per occurrence shall not be less than \$1,000,000 or the equivalent. Each annual aggregate limit shall not be less than \$1,000,000, when applicable, and will be endorsed to apply separately to each job site or location.
5. Automobile Liability Insurance. The Contractor shall obtain, at the Contractor's expense, and keep in effect during the entire term of the contract, Automobile Liability Insurance covering owned, non-owned and hired vehicles. This coverage may be written in combination with Commercial General Liability Insurance. Combined single limit per occurrence shall not be less than \$1,000,000.

Additional Requirements:

State of Idaho as Additional Insured: The liability insurance coverage required for performance of the Contract shall include the State of Idaho, the Idaho Transportation Department and its

division, officers and employees as additional insured, but only with respect to the CONTRACTOR'S activities to be performed under this Contract.

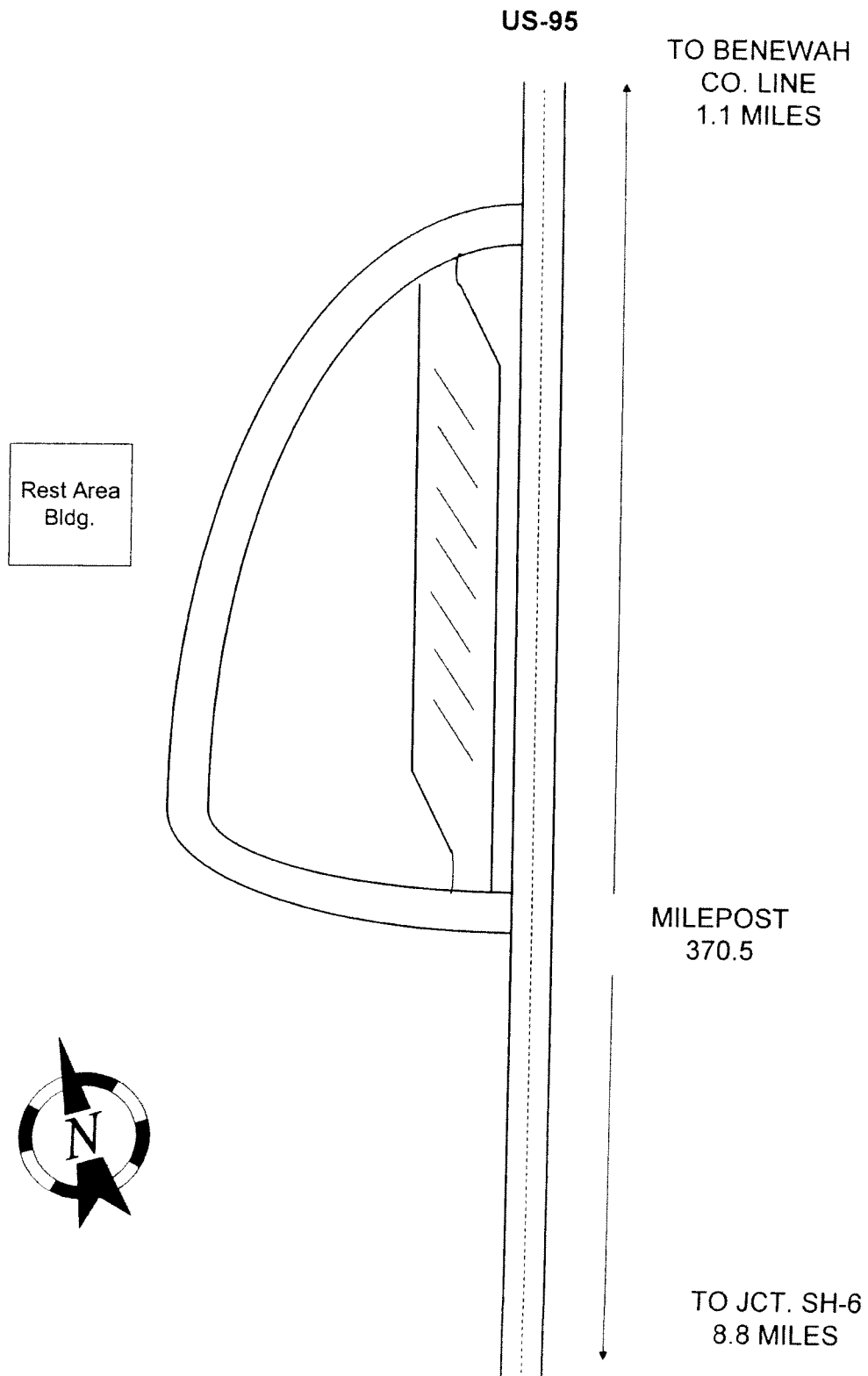
Notice of Cancellation or Change: The CONTRACTOR shall ensure that all policies of insurance are endorsed to read that there shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s) without sixty (60) days prior written notice from the CONTRACTOR or its insurer to the Idaho Transportation Department.

CONTRACTOR shall further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the State of Idaho, Transportation Department and its divisions, officers and employees.

VICINITY MAP

MINERAL MOUNTAIN REST AREA

EXHIBIT I
(DRAWING NOT
TO SCALE)



**REST AREA MAINTENANCE
DAILY CHECKLIST AND LOG**

Exhibit II

Rest Area Name & Location _____

NB

SB

(circle one)

Daily Activity	Time	Time	circle one
	BEGIN	END	
Main and Handicap Restrooms			am pm
Clean Toilets - Women's Restroom			am pm
Clean Toilets - Women's Handicap Restroom			am pm
Clean Toilets and Urinals - Men's Restroom			am pm
Clean Toilets and Urinals - Men's Handicap Restroom			am pm
Clean Sinks, Mirrors and Hand Dryers - Women's Restroom			am pm
Clean Sinks, mirros and Hand Dryers - Women's Handicap Restroom			am pm
Clean Sinks, Mirrors and Hand Dryers - Men's Restroom			am pm
Clean Sinks, Mirros and Hand Dryers - Men's Handicap Restroom			am pm
Clean and Fill Soap Dispenser - Women's Restroom			am pm
Clean and Fill Soap Dispenser - Women's Handicap Restroom			am pm
Clean and Fill Soap Dispenser - Men's Restroom			am pm
Clean and Fill Soap Dispenser - Men's Handicap Restroom			am pm
Clean and Mop Floors and Wash Walls - Women's Restroom			am pm
Clean and Mop Floors and Wash Walls - Women's Handicap Restroom			am pm
Clean and Mop Floors and Wash Walls - Men's Restroom			am pm
Clean and Mop Floors and Wash Walls - Men's Handicap Restroom			am pm
Remove Graffiti (Where?)			am pm
Empty Garbage Containers - Women's (Handicap) Restroom			am pm
Empty Garbage Containers - Men's (Handicap) Restroom			am pm
Empty Garbage Containers - Outside Area			am pm
Pick Up Litter and Trash Outside			am pm
Clean Picnic Tables and Arbors			am pm
Clean Sidewalk and Plaza Area			am pm
Mow / Edge Lawn / Pet / Natural Area (Where?)			am pm
Rake Lawn (Where?)			am pm
Other Items			
Snow Removal / Deicing			am pm

Comments: (Lost and Found, Repair, Vandalism, ect.) _____

(Signed) Contractor's Representative _____

Date _____

Time (am, pm) _____

Logs must be submitted to ITD District Office once a month with billing for services

Exhibit III
Rest Area Maintenance Check List

REST AREA MAINTENANCE CHECK LIST

Frequency Key:	Low use Periods(s) High use period(s)	Spring , Fall, Winter Summer	
H = 2 x day	T = 3 x week	S = 2 x month	C = 2 x year
D = daily	F = 4 x week	M = monthly	E = 3 x year
B = 2 x week	W = weekly	A = as needed	NA = not applicable
1 = Monday	3 = Wednesday	5 = Friday	7 = Sunday
2 = Tuesday	4 = Thursday	6 = Saturday	

Example: Clean Sinks H/A -- translates to twice per day, more often as needed

Task - Facilities	Performance Standard (3) Rating	Frequency	
		low use	high use
<u>1. Driveways - Parking Lots</u> Pick up and dispose of all litter. Sweep and clean curbs and gutters.	Parking lots and driveways shall be clean of all debris and litter. Curbs and gutters must be clean.	D	D/A
<u>2. Side Walks</u> Sweep and clean sidewalks. Wash off spilled food, drinks, dirt, sand. Remove snow and ice.	Sidewalks shall be kept clean of all spills, dust, dirt, sand, snow or ice.	D	D/A
<u>3. Garbage Containers</u> Check and replace garbage bags daily to prevent overflow or unsanitary conditions. Check and clean garbage container and lids.	All garbage containers shall be maintained clean and free of dirt and grime. All garbage bags shall be replaced as often as necessary to prevent overflow.	D	H/A
<u>4. Trees - Shrubs - Lawn</u> Pick up all debris, litter and trash.	All lawns, trees/shrubs and landscaped areas shall have a neat, healthy and well-maintained appearance. All debris, trash and litter in these areas will be picked up at all times and disposed of.	D	D
<u>5. Natural Areas</u> Clean up all litter and trash.	Native characteristics shall be preserved and enhanced. Area must be litter and trash free.	D	D
<u>6. Wildflower Beds</u> Clean up and remove all litter and trash and dispose.	Wildflower beds and area shall be preserved and maintained to enhance the rest area. Wildflower beds must be free of all litter and trash.	D	D
<u>7. Grassy Areas (Pet Areas)</u> Pick up and dispose of all litter, trash and pet waste.	All grassy (pet) areas shall be neat and clean and free of any litter and trash, including pet waste.	W/A	W/A
<u>8. Gravel or Other Blanketed Areas</u> Keep gravel areas clean. Pick up and dispose of all trash and litter. Keep area properly covered with material.	All graveled or blanketed areas shall be neat and free of any litter and trash.	A	A
<u>9. Picnic Tables - Arbors</u> Clean and scrub all table tops and benches with soap and water that will clean and sanitize. Wash ceilings, walls and post as required. Wipe dry. Remove all graffiti immediately.	All picnic tables, arbors and floors shall be neat and clean and the area free of trash and litter. Cobwebs shall be removed. No graffiti will be visible.	A	H/A
<u>10. Information Signs</u> Clean and wash Plexi-glass with soap and water. Wipe clean. Sweep down all cobwebs and dust. Pick up and dispose of all trash and litter. Clean benches with soap and water. Rinse and wipe them dry.	Information signs must be clean and free of cobwebs, litter and graffiti. All frames and displays must be in good shape. Report if displays need attention or repair.	D/A	D/A

Task - Facilities	Performance Standard (3) Rating	Frequency	
		low use	high use
<u>11. Drinking Fountain</u> Clean entire drinking fountain with antibacterial disinfectant. Wash with soap and water. Rinse and wipe dry. Check faucet for leaks and proper operation.	Clean and sanitary drinking fountain.	D/A	H/A
<u>12. Building Exterior</u> Clean walls, doors, entryway, and windows. Sweep down cobwebs. Remove graffiti. Keep gutters free of debris, leaves and needles.	Clean and neat appearing building exterior free of cobwebs, dirt and grime.	D/A	D/A
<u>13. Partitions</u> Clean all partition walls with soap and water with disinfectant. Rinse and wipe dry. Remove all graffiti. Make sure doors operate and lock properly. Check to make sure walls are sturdy and not damaged.	Clean and well maintained partitions that are free of dirt, grime and graffiti.	D/A	D/A
<u>14. Urinals</u> Clean and thoroughly scrub with high-strength detergent containing a deodorant and anti-bacterial agent. Rinse with clean water and wipe dry. Check to see if urinals flush properly. Check and replace odor blocks.	All surfaces, including exterior of urinal and exposed plumbing, shall be clean and free of dust, grime, stains, and finger prints.	H/A	H/A
<u>15. Toilet Stools and Seats</u> Clean and thoroughly scrub with a high-strength detergent containing a deodorant and anti-bacterial agent. Rinse with clean water and wipe dry. Check to see if toilets flush properly and seats operate properly.	All surfaces, including exterior of toilet stool and exposed plumbing and seats, shall be clean and free of dust, dirt, grime, stains and fingerprints. Toilets shall be maintained odor-free.	H/A	H/A
<u>16. Sinks</u> Clean and thoroughly scrub with a high-strength detergent containing a deodorant and anti-bacterial agent. Rinse with clean water and wipe dry. Check to see if faucets and drain operates properly.	All surfaces, including exterior of sink, shall be clean and free of dust, grime, stains and fingerprints.	H/A	H/A
<u>17. Mirrors</u> Clean and thoroughly scrub with a high strength detergent containing a deodorant and anti-bacterial agent. Rinse and wipe dry. Remove all graffiti.	All surfaces of the mirror shall be clean and functional, and free of dust, dirt, stain, grime and fingerprints. No graffiti will be present or visible.	H/A	H/A
<u>18. Hand Dryers</u> Clean and thoroughly scrub with a high strength detergent containing a deodorant and anti-bacterial agent. Rinse and wipe dry. Check to see if hand dryer operates safely and properly.	All surfaces of the hand dryer shall be clean and free of all dust, dirt, grime, stains and fingerprints.	H/A	H/A
<u>19. Soap Dispenser</u> Clean and thoroughly scrub with a high strength detergent containing a deodorant and anti-bacterial agent. Rinse and wipe dry. Check to see if soap dispenser has adequate supply of soap and operates properly.	All surfaces of the soap dispenser shall be clean, and free of all dust, dirt, grime, stains and finger prints. Soap dispenser shall have adequate supply of soap.	H/A	H/A

Task - Facilities	Performance Standard (3) Rating	Frequency	
		low use	high use
<u>20. Toilet Paper/Toilet Seat Covers</u> Wipe the exterior finish of the toilet paper and toilet seat cover dispensers with a damp cloth. Check to make sure adequate supplies of toilet paper and toilet seat covers are present in the dispensers. At least one-half roll of bio-degradable toilet paper shall be in evidence in each stall.	Toilet paper and toilet seat covers shall be available at all times and never run out.	H/A	H/A
<u>21. Walls and Ceilings</u> Wash and scrub with soap and water or appropriate cleaner. Sweep down all cobwebs. Remove all graffiti immediately.	Walls and ceilings, especially in the corners, shall be free of cobwebs, dirt, grime and graffiti.	D	D
<u>22. Floors</u> Clean and thoroughly scrub with a high strength detergent containing a deodorant and anti-bacterial agent. Rinse and mop dry. Check to make sure floor drains operate properly. Disinfect traps.	Floors, especially next to mop boards and corners, shall be free of dirt and grime.	H/A	H/A
<u>23. Heating -Air Exchange</u> Check all grills and vents to assure adequate air movement and cleanliness. Check operation of odor suppressants.	All grills and vents shall be free of lint and/or obstructions. Odor suppressants shall be present and operational.	W/A	W/A
<u>24. Rest Room - Exterior - Kiosk Lighting and Sky Lights</u> Clean all light fixtures with a damp cloth. Remove all cobwebs and dead insects. Clean lens.	All lights shall be clean and free of cobwebs.	D	D
<u>25. Tobacco Butt Receptacles</u> Clean tobacco butt receptacles twice daily. Remove and dispose of all tobacco butts and trash. Replace sand as required.	Neat and clean tobacco butt receptacles.	H	H
<u>26. Utility/Storage Room</u> Keep utility/storage room clean, organized and free of litter. Keep up-to-date MSDS sheets on all cleaning products in a visible place and easily accessible in case of emergency. Check fire extinguishers. Check first aid kit.	All utility/storage rooms shall be free of clutter, dirt and cobwebs. Fire extinguisher and first aid kits shall be full and properly equipped in case of emergency.	W	W
<u>27. Caretaker Residence</u> Irrigate and mow lawns and landscaping to provide well kept appearance. Pick up and dispose of all trash and debris. Keep interior clean and free of damage.	The exterior of the caretaker residence shall be neat and clean, with well-maintained yard and landscaping. No clutter or trash will be left laying around. Interior must be free of damage.	N/A	N/A
<u>28. Caretaker Appearance - Uniform</u> The caretaker shall wear a uniform provided by the contractor while on work duty. The caretaker shall wear an identification badge that contains contractor and employee names.	Caretaker and contractor employees shall be neat and clean at all times. Employees shall be friendly and courteous to rest area users. Employees shall wear identification badges at all times while working within rest area complex.	A	A

Task - Facilities	Performance Standard (3) Rating	Frequency	
		low use	high use
<u>29. Record Keeping/Daily Log/Time Clock</u> The caretaker shall check in and out using time clock. Keep a daily log listing activities completed and supplies used. Enter unusual or required information (i.e., traffic counts, lost and found articles, accidents, vandalism). Keep the daily log in the mechanical room.	Daily time sheet, logs and records shall be maintained daily and available for Department inspection. Daily time sheet, log and records shall be delivered monthly to the Department.	D	D
<u>30. Public Telephones</u> Clean and sanitize public telephones/booths once per day. Report operational problems to telephone company and Department.	All public telephones/booths shall be neat, clean and free of stains and fingerprints. Report trouble to telephone company and Department.	D	D
<u>31. Americans with Disabilities Act (ADA) Requirements</u> Check daily to see that all disability parking access, sidewalks and other services, including toilet stools/seats, stalls, urinals, are in compliance and operating properly.	Meet all ADA standards by providing full accessibility and protection against discrimination in rest area facilities and services.	D	D
<u>32. Windows/Doors</u> Wash and clean weekly. Daily spot clean as necessary.	Maintain a clean, smear- and grime-free appearance.	W/A	W/A

EXHIBIT IV MAINTENANCE SCHEDULE

Contractor's Responsibilities:

Water Supply System

1. Check water supply level in storage tanks daily (if applicable). If low, report the matter to the Department immediately.
2. Check chlorinator daily. Adjust flow rate if necessary. Keep chlorine supply at proper level (if applicable) and record on Daily Log.
3. Once each month, remove the plug in the bottom of the pneumatic air volume control and remove filter screen. Clean filter screen and reinstall. Service and repair as required.

Heating and Cooling (HVAC) System

1. Have furnace checked and serviced as required. (Department responsibility)
2. Change filter(s) in the HVAC system at least once per month or as directed. Clean frequently.

Use Hi-efficiency Pleated Filters or as directed. All items must be pre-approved by the Department.

Check heat exchange filters to the restrooms twice a month and clean frequently as needed.

3. Clean vents at least once each month or as directed.

Irrigation System

1. Check program controllers each week and visually check for leaks, damaged or broken spray heads and replace or repair parts as necessary.
2. Visually check for proper coverage while operating each zone separately.
3. Clean irrigation pump and screens once per week during spring and summer months. (April-July) and once a month thereafter, while in use. Lubricate pump once a month while in use.
4. Activate the system each spring after April 1st or as directed by the Department. Fill the main water lines slowly with provision for the air to escape. Thoroughly check for any leaks. An unusually wet area may develop over time and may indicate a small or slow leak.

5. Totally drain the system and prepare it for winter each fall before it freezes. The system shall be blown out before November 1st, or as directed by the Department. This will require the use of compressed air to blow all water out of the system. The Maintenance Foreman is to be contacted prior to starting this winterization. The Contractor shall be responsible for any freeze damage to the system. (Contractor responsibility)

NOTE: Any damages as a result of failure to carry out any of the duties listed above in a proper manner or at the proper time shall be corrected and repaired at Contractor's expense.

Landscape and Lawn Care

1. Fertilizer shall be applied to the total lawn area at the following rates and schedule. (Contractor responsibility)
 - a. In April, apply 6.2-lbs./1000 sq. ft. of Simplot Turf Supreme (16-6-8) or approved equal.
 - b. In September, apply 4.8-lbs./1000 sq. ft. of Simplot Turf Gold (12-3-5) or approved equal.
2. Herbicides shall be applied to the total lawn area at the following schedule.
 - a. Appropriate herbicide for lawn/turf weed control shall be applied in sufficient quantity and at recommended rate (manufacturer's rate) to control broad leaf weeds throughout the growing season.
 - b. Apply first application in April/May. Subsequent applications may be required to control further outbreaks. Apply last application in September/October prior to freezing.
3. Landscape and Lawn/Turf insects and diseases shall be treated with proper insecticides, fungicides, or miticides in sufficient quantity and at recommended rate to control infestation.
4. Rodents causing damage to Landscape or Lawn/Turf shall be treated with proper rodenticides in sufficient quantity and at recommended rate to control further damage. Trapping and disposal is an approved treatment method if it proves to be effective in controlling rodents.

EXHIBIT V
MAINTENANCE AND REPAIRS

Contractor responsibilities and duties shall include, but are not limited to, the following (this work shall be approved by the Maintenance Foreman or his/her designee prior to proceeding with work)

Toilet

1. Replace stool
2. Repair and/or replace partitions, door and hardware
3. Replace wax ring
4. Repair and/or replace flush valve
5. Gaskets on flusher assembly
6. Spud Gasket

Urinal

1. Replace urinal
2. Repair and/or replace flush valve
3. Spud Gasket

Sink

1. Replace sink
2. Repair and/or replace faucets

Doors

1. Strip and paint
2. Replace push plates, kick plates and door pulls
3. Replace hydraulic closures

Fixtures - Repair or Replace

1. Soap and paper dispensers
2. Air heating-exchange system (replacement to be responsibility of the Department)
3. Electric hand dryers
4. Hose bibs, plumbing, and water heaters
5. Drinking fountains
6. Mirrors
7. Flagpole rigging
8. Electrical and lighting (except for the high-level parking lot lights)
9. Information signs

Painting

1. Rest room ceilings
2. Woodwork on arbors and buildings
3. Information signs

Buildings and Arbors

1. Repair roof
2. Replace or re-grout ceramic tile

3. Refinish table tops

Heating and Cooling

1. Change filters monthly
2. Clean vents monthly

Requisition #K071510
Project: Mineral Mountain Rest
Area Maintenance

INTENTION TO RESPOND
No Fax Cover Sheet Is Required

FAX BACK to 208 334 8824

Your assistance is requested. Please fax back immediately.

To: Idaho Transportation Department
Attn: Sherry Jenkins
Purchasing Section
PO Box 7129
Boise, Idaho 83707-1129

BID CLOSING ON: 9/11/2009 @ 5:00PM Boise
BID OPENING ON: 9/14/2009 @ 10:30AM Boise

Please check all that apply

- ☐ Company intends to prepare and submit a proposal to the requisition listed above.
- ☐ Company does not plan to respond.
- ☐ Company intends to attend the Mandatory Walk Through on September 2, 2009 at 10:00 AM, (Pacific Time) at the Mineral Mountain Rest Area, located nine (9) miles N of Potlatch, Idaho, on US95.
- ☐ Other Message/Comments: _____

Company Name _____

Individual/Owner's Name _____

Mailing Address _____

City _____ State _____ Zip _____

Contact Person _____
(Please Print)

Phone # _____ Fax # _____

BID SCHEDULE

JANITORIAL MAINTENANCE AND SERVICE
Mineral Mountain Rest Area, Latah County
Requisition #K071510

Price Per Month and Total Amount Bid must include all costs and must be fully burdened to include, but not limited to: Wages, transportation, lodging, equipment, supplies, overhead, etc. All figures shall be written in ink or typed. Penciled entries will not be accepted as bid will be considered irregular and rejected.

Requisition Number: K071510

Contractor / Business Name: _____

QUANTITY	UNIT	ITEM DESCRIPTION	PRICE PER MONTH	TOTAL AMOUNT BID
12	month	Janitorial Maintenance at Mineral Mountain Rest Area	\$ _____	\$ _____

Contract term, if awarded, will be one (1) year with the option to renew for three 1-year terms.

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID.

**Idaho Transportation Department
Signature Page**

Idaho Transportation Department
Business and Support Management Purchasing Unit
3311 West State Street
Boise, Idaho 83703

Requisition #: K071510

Requisition Title: Mineral Mountain RA Janitorial and Maintenance Service

This response is submitted in accordance with all documents and provisions of the specified Requisition Number and Title detailed above. By my signature below, I accept the terms and conditions as incorporated into this solicitation. As the undersigned, I certify I am authorized to sign and submit this response for the Contractor.

Federal Identification Number	Public Works License Number (if required)	Additional License Numbers (if required)	
Company Name		State of Domicile	
Mailing Address	City	State	Zip Code
Contractor or Authorized Representative's Printed Name		Phone Number (with area code)	
Fax Number (with area code)	Email Address		

By signing, the contractor acknowledges his/her responsibility for any addenda that have been issued for this solicitation, and that he/she will comply with all the terms, conditions, and specifications of this solicitation.

Contractor or Authorized Representative's Signature	Date Signed
---	-------------

If **not domiciled** in the State of Idaho, please provide an address where business is conducted in the State of Idaho, if applicable:

Mailing Address	City	State	Zip Code
Phone Number	Fax Number		

**This page must be signed with an original signature, and returned with
your bid or quote documents!**

CONTRACTOR'S AFFIDAVIT
CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE

STATE OF _____

COUNTY OF _____

The undersigned being duly sworn upon oath, deposes and says that

_____ complies with the provisions of Section 72-1717 Idaho
(Contractor Name)

Code (Drug Free Workplace program); that _____ provides a
(Contractor Name)

drug-free workplace program that complies with the provisions of Idaho Code, title 72,

chapter 17 and will maintain such program throughout the life of a state construction contract

and that _____ shall subcontract work only to subcontractors
(Contractor Name)

meeting the requirements of Idaho Code, section 72-1717(1)(a).

Name of Contractor _____

Address _____

City and State _____

By: _____
(Signature)

Subscribed and sworn to before me this _____ day of _____, _____.

Commission expires:

NOTARY PUBLIC, residing at _____

THIS PAGE MUST BE RETURNED WITH YOUR BID DOCUMENTS

CONTRACTOR'S AFFIDAVIT

CONCERNING ILLEGAL ALIENS

http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html

STATE OF _____

COUNTY OF _____

The undersigned, being duly sworn upon oath, deposes and says that _____
(Contractor Name)

complies with the provisions of Idaho Executive Order 2009-10 (Establishing a Policy for All State Agencies Concerning Public Funds); that _____ substantiates that all
(Contractor Name)

employees providing services or involved in any way on projects funded directly by or assisted in whole or part by state funds or federal stimulus dollars can legally work in the United States and complies with the provisions of Idaho Executive Order 2009-10 and will maintain such throughout the life of this contract and that _____ shall subcontract work only to subcontractors
(Contractor Name)

meeting the requirements of Idaho Executive Order 2009-10. Any misrepresentation or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of the contract.

Name of Contractor

Address

By: _____
(Signature)

City and State

Subscribed and sworn to before me this _____ day of _____, in the year _____.

Commission expires: _____

NOTARY PUBLIC, residing at

BIDDERS RESPONSIBILITY PAGE

PLEASE NOTE: The following documents must be returned with your bid submission.

- 1) Contractor's Affidavit Concerning Alcohol and Drug Free Workplace Program
- 2) Contractor's Affidavit Concerning Illegal Aliens
- 3) ITD Signature Page
 - Public Works License Number must be inserted – A PUBLIC WORKS LICENSE IS REQUIRED.
 - Page must be signed with an original signature
- 4) Bid Schedule
- 5) A 5% Bidders Bond or Cashier's Check
- 6) All Addenda to the ITB, when applicable. It is the Bidder's responsibility to verify if an addendum was issued.

Reminders to Bidders:

- 1) ALL BIDS must be submitted in a sealed envelope with the Requisition Number, Bid Open Date, and Project Name clearly marked on the outside of the envelope.
- 2) NO BID ADJUSTMENTS WILL BE ACCEPTED. Any changes made to a bid must be submitted as a separate bid and all rules remain in effect. ALL REQUIRED paperwork must be re-submitted.